

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

In re:

THE FINANCIAL OVERSIGHT AND MANAGEMENT
BOARD FOR PUERTO RICO,

as representative of

THE COMMONWEALTH OF PUERTO RICO, *et al.*,

Debtors.¹

PROMESA
Title III

Case No. 17-BK-3283 (LTS)

In re:

THE FINANCIAL OVERSIGHT AND MANAGEMENT
BOARD FOR PUERTO RICO,

as representative of

THE PUERTO RICO HIGHWAYS AND
TRANSPORTATION AUTHORITY,

Debtor.

PROMESA
Title III

Case No. 17-BK- 3567 (LTS)

In re:

THE FINANCIAL OVERSIGHT AND MANAGEMENT
BOARD FOR PUERTO RICO,

as representative of

THE EMPLOYEES RETIREMENT SYSTEM OF THE
GOVERNMENT OF PUERTO RICO,

PROMESA
Title III

Case No. 17-BK-3566 (LTS)

¹ The Debtors in these Title III cases, along with each Debtor's respective Title III case number listed as a bankruptcy case number due to software limitations and the last four (4) digits of each Debtor's federal tax identification number, as applicable, are the (i) Commonwealth of Puerto Rico (Bankruptcy Case No. 17-BK3283 (LTS)) (Last Four Digits of Federal Tax ID: 3481), (ii) Employees Retirement System of the Government of the Commonwealth of Puerto Rico ("ERS") (Bankruptcy Case No. 17-BK-3566 (LTS)) (Last Four Digits of Federal Tax ID: 9686), (iii) Puerto Rico Highways and Transportation Authority ("HTA") (Bankruptcy Case No. 17-BK-3567 (LTS)) (Last Four Digits of Federal Tax ID: 3808), (iv) Puerto Rico Sales Tax Financing Corporation ("COFINA") (Bankruptcy Case No. 17-BK-3284 (LTS)) (Last Four Digits of Federal Tax ID: 8474); and (v) Puerto Rico Electric Power Authority ("PREPA") (Bankruptcy Case No. 17-BK-4780) (Last Four Digits of Federal Tax ID: 3747).

<p>Debtor.</p> <hr/> <p>In re:</p> <p>THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO,</p> <p style="padding-left: 40px;">as representative of</p> <p>THE PUERTO RICO ELECTRIC POWER AUTHORITY,</p> <p style="padding-left: 40px;">Debtor.</p>		<p>PROMESA Title III</p> <p>Case No. 17 BK 4780-LTS</p>
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**ORDER GRANTING OMNIBUS MOTION BY THE FINANCIAL OVERSIGHT AND
MANAGEMENT BOARD FOR PUERTO RICO, ACTING BY AND THROUGH THE
MEMBERS OF THE SPECIAL CLAIMS COMMITTEE AND THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS TO (I) ESTABLISH LITIGATION
CASE MANAGEMENT PROCEDURES AND (II) ESTABLISH PROCEDURES FOR
APPROVAL OF SETTLEMENTS**

Upon the motion dated June 7, 2019 (the “Motion”) of the Oversight Board, acting by and through the members of the Special Claims Committee, and the Committee, pursuant to section 105(a) of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 7016, 2002, 9019 and 9006 made applicable to this proceeding by sections 301(a) and 310 of the Puerto Rico Opportunity Management and Economic Stability Act of 2016 (“PROMESA”), 48 U.S.C. § 2161(a); and the Court having jurisdiction over this matter under 28 U.S.C. 1331, and under section 306(a)-(b) of PROMESA, 48 U.S.C. §2166(a)-(b); and venue being proper under section 307(a) of PROMESA, 48 U.S.C. § 2167(a); and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion and opposition thereto and having heard the statements of counsel at the hearing held before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief

granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefore, it is hereby

ORDERED that the relief requested in the Motion is granted; and it is further

ORDERED that the Avoidance Action Procedures attached hereto as Appendix II are adopted and shall govern the Avoidance Actions listed in Appendix I, as amended or supplemented subject to Section A. ii of Appendix II; and it is further

ORDERED that the Oversight Board and the Committee are hereby granted authority to enter into Settlement Agreements with the Avoidance Action defendants listed in Appendix I, as amended or supplemented, subject to Section A. ii of Appendix II, and to grant releases to such defendants in connection therewith without further Court approval, subject to the Settlement Standards and Settlement Procedures set forth in Appendix II; and it is further

ORDERED that all rights and obligations of, and as between, the Oversight Board and the Committee set forth in the Avoidance Action Procedures shall be subject to the (i) *Stipulation And Agreed Order Between Special Claims Committee Of Financial Oversight And Management Board And Official Committee Of Unsecured Creditors Related To Joint Prosecution Of Causes Of Action Of Puerto Rico Electric Power Authority*, Case No. 17-3283, ECF No. 7749; (ii) *Stipulation And Agreed Order By And Among Financial Oversight And Management Board, Its Special Claims Committee, And Official Committee Of Unsecured Creditors Related To Joint Prosecution Of Causes Of Action Of Puerto Rico Highways And Transportation Authority And Employees Retirement System Of The Government Of The Commonwealth Of Puerto Rico*, Case No. 17-3283, ECF No. 6990; and (iii) *Stipulation And Agreed Order By And Among Financial Oversight And Management Board, Its Special Claims Committee, And Official Committee Of*

Unsecured Creditors Related To Joint Prosecution Of Debtor Causes Of Action, Case No. 17-3283, ECF No. 6524; and it is further

ORDERED that the defendants that enter into Settlement Agreements shall remain subject to this Court's jurisdiction with respect to enforcement of such Settlement Agreements; and is further

ORDERED that the Clerk of Court shall re-issue the electronic summonses in the Avoidance Actions listed in Appendix I; and it is further

ORDERED that this Court shall retain jurisdiction with respect to all matters relating to this the interpretation and implementation of this Order.

Dated: 7/12/2019

/s/ Judith G. Dein
Honorable Judith G. Dein
United States Magistrate Judge

Appendix I

Defendant	Adversary Proceeding No.
800 Ponce de Leon Corp.	19-00064
A C R Systems	19-00057
A New Vision In Educational Services and Materials, Inc.	19-00061
Abacus Educational Services, Corp.	19-00045
Abbvie Corp.	19-00107
Academia CEIP	19-00052
Action To Build Changes Corp.	19-00047
AFCG Inc. d/b/a Arroyo-Flores Consulting Group, Inc.	19-00058
AFCG Inc. d/b/a Arroyo-Flores Consulting Group, Inc.	19-00347
Alejandro Estrada Maisonet	19-00059
Alfa y Omega	19-00350
Alpha Guards Management Inc.	19-00041
Amar Educational Services Inc.	19-00066
Ambassador Veterans Services of Puerto Rico L.L.C.	19-00048
America Aponte & Assoc. Corp.	19-00069
Apex General Contractors LLC	19-00062
Arcos Dorados Puerto Rico LLC	19-00070
Arieta & Son Assurance Corporation	19-00074
Arieta & Son Assurance Corporation	19-00352
Armada Productions Corp.	19-00076
Asociacion Azucarera Cooperativa Lafayette	19-00077
Atkins Caribe, LLP	19-00349
Avant Technologies of Puerto Rico Inc.	19-00079
Avanzatec LLC	19-00080
Badillo Saatchi & Saatchi, Inc.	19-00083
Barreras, Inc.	19-00085
Beanstalk Innovation Puerto Rico LLC	19-00087
BI Incorporated	19-00089
Bianca Conventon Center, Inc.	19-00072
Bio-Medical Applications of Puerto Rico, Inc.	19-00271
Bio-Nuclear of Puerto Rico, Inc.	19-00091
Bristol-Myers Squibb Puerto Rico, Inc.	19-00042
Cabrera & Ramos Transporte, Inc.	19-00094
Campofresco, Corp.	19-00073
Caribbean City Builders, Inc.	19-00097
Caribbean Data System, Inc.	19-00078
Caribbean Educational Services, Inc.	19-00098
Caribbean Restaurant Inc.	19-00099
Caribbean Temporary Services, Inc.	19-00104
Caribe Grolier, Inc.	19-00051
Caribe Tecno, Inc.	19-00105

Defendant	Adversary Proceeding No.
Carnegie Learning, Inc.	19-00108
Carvajal Educacion, Inc.	19-00111
Casa Grande Interactive Communications, Inc.	19-00275
Case Solutions, LLC	19-00115
CCHPR Hospitality, Inc	19-00116
Centro Avanzado Patologia & Terapia del Habla, Inc.	19-00118
Centro de Desarrollo Academico, Inc.	19-00053
Centro de Patologia del Habla Y Audicion LLC	19-00121
Centro Medico del Turabo, Inc.	19-00136
Centro Psicologico del Sur Este P.S.C.	19-00140
Centro Sicoterapeutico Multidisciplinario Incorporado	19-00142
Chelo's Auto Parts	19-00144
Citibank, N.A.	19-00265
Clinica de Terapias Pediatricas, Inc.	19-00054
Clinica Terapeutica del Norte Inc.	19-00146
Community Cornerstones, Inc.	19-00043
Comprehensive Health Service, Inc.	19-00082
Computer Learning Centers, Inc.	19-00055
Computer Network Systems Corp.	19-00150
Corporate Research and Training, Inc.	19-00151
Creative Educational & Psychological Services, Inc.	19-00152
CSA Architects & Engineers, LLP	19-00153
Datas Access Communication Inc.	19-00156
Desarrollo Comunicologico de Arecibo Inc.	19-00158
Didacticos, Inc.	19-00161
Distribuidora Blanco, Inc.	19-00163
Distribuidora Lebron Inc.	19-00167
E. Cardona & Asociados, Inc.	19-00056
Eastern America Insurance Agency, Inc.	19-00279
Ecolift Corporation	19-00172
Ediciones Santillana, Inc.	19-00173
Editorial Panamericana, Inc.	19-00174
EDN Consulting Group, LLC	19-00176
Educational Consultants, P.S.C.	19-00177
Educational Development Group Inc.	19-00101
Educrec: Consultores Educativos Inc.	19-00110
Eje Puerto Rico, Inc.	19-00272
Elias E Hijos, Inc.	19-00126
Empresas Arr Inc.	19-00084
Empresas Loyola, Inc.	19-00086
Encanto Restaurants, Inc.	19-00132
Enterprise Services Caribe, LLC	19-00060
Estrada Bus Line, Inc.	19-00090

Defendant	Adversary Proceeding No.
Estudio Tecnicos, Inc.	19-00264
Evertec, Inc.	19-00044
Excalibur Technologies Corp.	19-00139
Explora Centro Academico Y Terapeutico LLC	19-00143
Facsimile Paper Connection Corp.	19-00092
Fast Enterprises LLC	19-00266
First Hospital Panamericano, Inc.	19-00093
Forcelink Corp.	19-00096
FP + 1, LLC	19-00148
Fridma Corporation	19-00100
Fusion Works, Inc.	19-00154
Gam Realty, LLC	19-00159
General Investment LLC	19-00169
Gersh International PR, LLC	19-00171
GF Solutions, Inc.	19-00063
Gila LLC	19-00354
Girard Manufacturing, Inc.	19-00103
GM Security Technologies, Inc.	19-00273
Gonzalez Padin Realty Company, Inc.	19-00175
Grainger Caribe, Inc.	19-00270
Great Educational Services Corporation	19-00277
Gui-Mer-Fe Inc.	19-00182
Hewlett Packard Puerto Rico, BV LLC	19-00183
Hospira Puerto Rico, LLC	19-00186
Huellas Therapy Corp.	19-00065
I.D.E.A., Inc.	19-00268
Innovative Solutions Inc	19-00046
Institucion Educativa Nets, LLC	19-00067
Integra Design Group PSC	19-00191
Intelutions, Inc.	19-00194
International Business Machines Corporation	19-00198
International Surveillance Services Corporation	19-00202
Intervoice Communication of Puerto Rico Inc.	19-00068
Isla Lab Products, LLC	19-00211
J. Jaramillo Insurance, Inc.	19-00071
J.F. Educational Services Inc.	19-00217
JLM Transporte, Inc.	19-00221
Johnjavi Corporation	19-00106
Jose Santiago, Inc.	19-00075
Junior Bus Line, Inc.	19-00229
Kelly Services Puerto Rico	19-00109
Kelly Services, Inc.	19-00113
Kid's Therapy Services, Inc.	19-00120

Defendant	Adversary Proceeding No.
L.L.A.C., Inc.	19-00122
Law Offices Wolf Popper P.S.C.	19-00236
Learning Alliance LLC	19-00123
Leslie Rubero Multi Services	19-00241
Light Gas Corporation	19-00248
Linkactiv, Inc.	19-00250
LS Innovative Education Center, Inc.	19-00252
Luz M. Carrasquillo Flores	19-00124
Macam S.E.	19-00255
Malgor & Co. Inc.	19-00257
Management, Consultants & Computer Services, Incorporated	19-00081
Mangual's Office Cleaning Service Inc.	19-00278
Manpower	19-00088
Mapfre PRAICO Insurance Company	19-00259
Margarita Hurtado Arroyo	19-00260
MC-21 LLC	19-00262
MCZY Bus Services Inc.	19-00261
Mendez & Co. Inc.	19-00263
Merck Sharp & Dohme (I.A.) LLC	19-00276
Metro Center Associates	19-00234
Michica International Co., Inc.	19-00238
Microsoft Corporation	19-00290
MMM Healthcare, Inc.	19-00095
Mudanzas Torres, Inc.	19-00240
Multi Clean Services Inc.	19-00244
N. Harris Computer Corporation	19-00102
National College of Business and Technology Company, Inc.	19-00246
National Copier & Office Supplies, Inc.	19-00251
Nelson D. Rosario Garcia	19-00125
Netwave Equipment Corp.	19-00253
Next Level Learning, Inc.	19-00129
Nexvel Consulting LLC	19-00131
NIBA International Corp.	19-00254
NTT Data Eas, Inc.	19-00256
O'Neill Security & Consultant Serv Inc.	19-00258
Oracle Caribbean, Inc.	19-00112
Panaderia La Sevillana, Inc.	19-00233
Paso A Paso: Centro Interdisciplinario del Aprendizaje, Inc.	19-00237
PDCM Associates, SE	19-00242
Pearson Education, Inc.	19-00245
Pearson Pem P.R., Inc.	19-00117
People Television, Inc.	19-00135
Perfect Cleaning Services, Inc.	19-00249

Defendant	Adversary Proceeding No.
Physician HMO Inc.	19-00178
Ponce de Leon Gun Shop Inc.	19-00179
Populicom, Inc.	19-00180
Postage By Phone Reserve Account	19-00181
Printech, Inc.	19-00119
Procesos de Informatica, Inc.	19-00185
Professional Consulting Psychoeducational Services, LLC	19-00188
Professional Records and Information Management, Inc.	19-00190
Promotions & Direct, Inc.	19-00192
Prospero Tire Export, Inc.	19-00196
Providencia Cotto Perez	19-00137
Puerto Rico Supplies Group Inc.	19-00199
Puerto Rico Telephone Company, Inc.	19-00127
R. Cordova Trabajadores Sociales C S P	19-00138
Rafael Hernandez Barreras	19-00201
Ramirez Bus Line Inc.	19-00203
Ramon E. Morales dba Morales Distributors	19-00141
Rancel Bus Service, Inc.	19-00206
Raylin Bus Line Corp.	19-00208
Raymond Rivera Morales	19-00212
Reliable Health Services Corp.	19-00216
Reyes Contractor Group, Inc.	19-00220
Ricardo Estrada Maisonet	19-00227
Ricoh Puerto Rico, Inc.	19-00128
Rock Solid Technologies, Inc.	19-00230
Rocket Learning, LLC	19-00232
Rocket Teacher Training, LLC	19-00235
Rodriguez-Parissi & Co., C.S.P.	19-00155
Rosso Group, Inc.	19-00239
S & L Development S.E.	19-00243
S.H.V.P. Motor Corp.	19-00134
Sabiamed Corporation	19-00274
Seguros Colon Colon, Inc.	19-00130
Semper Innova Corporation	19-00247
Service Group Consultant Inc.	19-00204
Servicio de Transportacion Juan Carlos Inc.	19-00205
Servicios Profesionales Integrados a la Salud, Inc.	19-00207
Sesco Technology Solutions, LLC	19-00162
Sign Language Interpreters, Inc.	19-00210
Skanska USA Building Inc.	19-00351
SSM & Associates, Inc.	19-00213
St. James Security Services, LLC	19-00145
Sucn Oscar Rodriguez Crespo	19-00165

Defendant	Adversary Proceeding No.
Suiza Dairy Corporation	19-00215
Suzuki del Caribe, Inc.	19-00219
T R C Companies	19-00168
Tactical Equipment Consultants, Inc.	19-00222
Taller de Desarrollo Infantil y Prescolar Chiquirimundi Inc.	19-00049
Tatito Transport Service Inc.	19-00224
TEC Contractors, LLC	19-00050
Telefonica Larga Distancia de Puerto Rico, Inc.	19-00226
The Boston Consulting Group, Inc.	19-00228
Tito Ramirez Bus Service Inc.	19-00231
Total Petroleum Puerto Rico Corp.	19-00114
Transcore Atlantic, Inc.	19-00348
Transporte Sonnel Inc.	19-00149
Transporte Urbina Inc.	19-00170
Trinity Metal Roof and Steel Structure Corp.	19-00187
Truenorth Corp.	19-00160
Union Holdings, Inc.	19-00189
Universal Care Corp. (Unicare)	19-00193
Value Sales Corporation	19-00195
Vazquez Y Pagan Bus Line, Inc.	19-00197
VIIIV Healthcare Puerto Rico, LLC	19-00164
VMC Motor Corp.	19-00166
Wal-Mart Puerto Rico Inc.	19-00267
West Corporation	19-00353
WF Computer Services, Inc.	19-00200
William Rivera Transport Service Inc.	19-00209
Wynndalco Enterprises, LLC	19-00214
Xerox Corporation	19-00218
Cooper Power Systems, LLC	19-00380
Core Laboratories N.V. d/b/a Saybolt	19-00381
Excelerate Energy Puerto Rico, LLC	19-00382
Olimac Manufacturing Corporation	19-00383
Puerto Rico Nuevo Security Guards, Inc.	19-00384
Valmont Industries, Inc.	19-00385
WEG Electric Corp.	19-00386
Ready & Ready Responsible Security, Inc.	19-00387

Appendix II

The Avoidance Action Procedures

A. Notice of Applicability and Pre-Litigation Information Exchange

- i.* The Avoidance Action Procedures shall apply to the Avoidance Actions listed in Appendix I and to the Avoidance Actions to be included, if necessary, in Supplemental Appendix I, as supplemented from time to time.
- ii.* Not later than fourteen days after the filing of an Avoidance Action not listed in Appendix I, the Oversight Board and the Committee shall file with the Court a list of all Avoidance Actions (“Supplemental Appendix I”)¹, with respect to which an Order approving the Avoidance Action Procedures shall apply; *provided, however*, that the Order shall not be effective as to such Avoidance Actions until a date that is twenty-one (21) days after service of the complaints and summonses in such Avoidance Actions. Defendants to such Avoidance Actions may object to the Avoidance Action Procedures within those twenty-one (21) days, and, if such objection is not resolved consensually within ten (10) days of the filing thereof, the Court will in its discretion set a briefing and scheduling order on such objections, if any.
- iii.* All defendants to an Avoidance Action in Appendix I, or a Supplemental Appendix I, will have the opportunity to voluntarily participate in the “Information Exchange” with the Oversight Board and the Committee² to potentially resolve the Avoidance Action prior to the Response Due Date (as defined below) either through settlement or dismissal of the Avoidance Action. The “Information Exchange” contemplates that between now and December 2019, the Oversight Board and the Committee will provide defendants information concerning their assessment of potential liability, and the defendants will have the opportunity to submit contracts, purchase orders, invoices, and other similar documents to substantiate the payments at issue. For more information concerning the “Information Exchange” and how to participate, please visit: <https://cases.primeclerk.com/puertoricoavoidanceactions/Home-Index>.
- iv.* For the avoidance of doubt, participation in the “Information Exchange” is voluntary and a defendant is free to opt out at any time. Additionally, as explained below, a defendant may file an answer or otherwise respond to a complaint at any time prior to the Response Due Date (as defined below).

¹ To the extent that any additional Avoidance Actions may be filed after the submission of Supplemental Appendix I, the Oversight Board and the Committee shall file additional Supplemental Appendices within fourteen (14) days of such filing, identifying all newly filed Avoidance Actions.

² To the extent that there are some Avoidance Actions to which the Committee is not a party, the Committee is not responsible for any action required by these Avoidance Action Procedures and is not otherwise required to take any action required by these Avoidance Action Procedures.

B. Settlement Authority, Standards, and Procedures

i. Authority

- a. Subject to the standards and procedures set forth below, the Oversight Board and the Committee may enter into written settlement agreements (the “Settlement Agreements”) with defendants³, which agreements shall be enforceable and effective as provided below.

ii. Mandatory Settlement Standards

- a. Any Settlement Agreements executed by the Oversight Board and the Committee pursuant to the authority granted in an Order approving the Avoidance Action Procedures must contain, at a minimum, the following provisions (the “Settlement Standards”):
 - i. The Oversight Board and the Committee will provide general, mutual releases to each other relating to, or arising out of, the Avoidance Action.
 - ii. The defendant shall submit to the United States District Court for the District Court of Puerto Rico’s jurisdiction with respect to the enforcement of the Settlement Agreement.
 - iii. The Settlement Agreement shall be interpreted in accordance with Puerto Rico law.
 - iv. The Oversight Board and the Committee shall file a notice of dismissal of the Avoidance Action after the settlement has been consummated, and nothing in these Settlement Standards shall limit or impair the ability of the Oversight Board, the Committee, or any defendant to an Avoidance Action to request that said dismissal be with prejudice.

³ All rights and obligations of, and as between, the Oversight Board and the Committee set forth herein shall be subject to the (i) *Stipulation And Agreed Order Between Special Claims Committee Of Financial Oversight And Management Board And Official Committee Of Unsecured Creditors Related To Joint Prosecution Of Causes Of Action Of Puerto Rico Electric Power Authority*, Case No. 17-3283, ECF No. 7749; (ii) *Stipulation And Agreed Order By And Among Financial Oversight And Management Board, Its Special Claims Committee, And Official Committee Of Unsecured Creditors Related To Joint Prosecution Of Causes Of Action Of Puerto Rico Highways And Transportation Authority And Employees Retirement System Of The Government Of The Commonwealth Of Puerto Rico*, Case No. 17-3283, ECF No. 6990; and (iii) *Stipulation And Agreed Order By And Among Financial Oversight And Management Board, Its Special Claims Committee, And Official Committee Of Unsecured Creditors Related To Joint Prosecution Of Debtor Causes Of Action*, Case No. 17-3283, ECF No. 6524.

- v. The Oversight Board and the Committee will have the authority to settle without further order of the Court or Court approval any Avoidance Action with a face amount of up to \$10 million.
- b. For the avoidance of doubt, nothing in the Settlement Standards listed above shall preclude the parties from negotiating and bargaining for specific terms, clauses, or provisions in any Settlement Agreements not otherwise delineated herein.

iii. *The Settlement Procedures*

- a. Where the face value of the amount sought to be avoided and recovered in an Avoidance Action complaint is ten million dollars (\$10,000,000) or less, any Settlement Agreement shall be enforceable without further notice, hearing, or order of the Court or Court approval. No later than fourteen (14) days after such Settlement Agreement is consummated, the Oversight Board and the Committee shall file a notice of dismissal in the particular Avoidance Action, and pursuant to, Section B. ii. a. iv above, the parties may request that such dismissal be with prejudice.
- b. Where the face value of the amount sought to be avoided and recovered in an Avoidance Action complaint is \$10,000,001 or more, the Oversight Board and the Committee will file with this Court in the Commonwealth docket (Case No. 17-03283) a notice of settlement (the “Notice of Settlement”) that will disclose the following:
 - i. the Adversary Proceeding Number;
 - ii. the parties;
 - iii. the amount of the settlement;
 - iv. the deadline for an objection to the Notice of Settlement; and
 - v. the face value of the amount sought to be avoided and recovered in the relevant Avoidance Action complaint.⁴
- c. If no objection to the Notice of Settlement is filed and served upon the Oversight Board and the Committee within fourteen (14) days after the filing of the Notice of Settlement, the Settlement Agreement will automatically become effective and binding on the parties. No later than fourteen (14) days after such Settlement Agreement is consummated, the Oversight Board and the Committee shall file a notice of dismissal in the

⁴ To the extent there are any confidentiality concerns about a particular Settlement Agreement and applicable Notice of Settlement, the Court will address such concerns in due course.

relevant Avoidance Action, and pursuant to, Section B. *ii. a. iv* above, the parties may request that such dismissal be with prejudice.

- d. If an objection is filed pursuant to paragraph (c) above, the Oversight Board and the Committee shall file a response asserting and explaining the legal and factual bases for the Settlement Agreement under Federal Rule of Bankruptcy Procedure 9019 and any other applicable law or statutes within fourteen (14) days of the filing of the objection. Thereafter, the Court shall in its discretion decide if a hearing or further submissions are necessary.

C. **Mediation Procedures**

i. Voluntary

- a. Before litigation of the Avoidance Actions as detailed in Section D below, the parties may, by agreement, choose to mediate an Avoidance Action in accordance with the mediation procedures set forth herein.
- b. If the parties choose to mediate the Avoidance Action before litigation of the Avoidance Action, the Oversight Board, the Committee, and the defendant shall file a joint stipulation signed by all parties reflecting that the parties have agreed to mediate the Avoidance Action. If the parties elect to participate in mediation, the joint stipulation reflecting such election shall be filed at any time prior to the Response Due Date (as defined below) or equivalent date in an alternative briefing schedule. If the mediation process does not resolve the Avoidance Action, the Response Due Date shall be a date that is thirty (30) days following the conclusion of the mediation (as described below). Thereafter, the parties shall proceed to litigate in accordance with the procedures specified in section D below.

ii. Selection of Mediators

- a. Within seven (7) days after the filing of the joint stipulation referenced in the preceding paragraph, the Oversight Board, the Committee, and the defendant shall meet and confer to choose a mediator. The parties have discretion in choosing the mediator and nothing herein should be construed as limiting that discretion. In the event the parties cannot agree on a mediator, the parties shall agree on a random selection process, and pursuant to such process, select a mediator from the list of mediators certified by the Puerto Rico Supreme Court.
- b. Within fourteen (14) days after the filing of the joint stipulation referenced in Section C. *i. b.* above, the parties shall jointly file a “Notice of Mediator Selection” indicating:

- i. the name of the mediator;
- ii. which party(ies) will be responsible for compensating the mediator⁵;
- iii. a certification that the mediator has accepted the designation;
- iv. a certification that the mediator's participation in the mediation will not create a conflict of interest for the mediators or any party to the mediation;
- v. a certification that the mediator is available and qualified to undertake the subject matter of the mediation; and
- vi. a date by when the parties expect to complete mediation.

iii. *Mediation*

- a. Within seven (7) days after the filing of the Notice of Mediator Selection, the parties shall jointly contact the mediator to discuss the mediation and schedule a first mediation session that is within thirty (30) days after the filing of the Notice of Mediator Selection. At the completion of the first session, the mediator may schedule additional mediation sessions at a time and place agreed to by the parties and the mediator.
- b. Unless otherwise ordered by the mediator, within seven (7) days before the first mediation session, the parties, shall submit to the mediator a "Position Statement" not to exceed ten (10) pages double-spaced (not including exhibits) outlining the key facts and legal issues in the case, unless the mediator requests submissions in a different format. The statement will also include each party's position regarding settlement.
- c. Within ninety (90) days after the Notice of Mediator Selection is filed, the parties shall in a joint status report advise the Court as to the following:
 - i. Whether the parties have resolved the Avoidance Action; or
 - ii. Whether further mediation will not be useful.

If the parties represent that further mediation will not be useful, the parties may litigate the respective Avoidance Action.

⁵ For the avoidance of doubt, the parties shall make the representation about which party will compensate the mediator after discussing, negotiating, and determining the payment arrangement and details of such payment.

D. Litigation Procedures and Deadlines

i. Service of Complaints and Other Pleadings

- a. All answers, motions, oppositions, and replies (collectively, the “Pleadings”) shall be filed with the Court in accordance with the Ninth Amended Notice, Case Management and Administrative Procedures Order, Case No. 17-3283-LTS, ECF, 7115-1 (the “Case Management Order”), as the Case Management Order may be supplemented, modified, or amended from time to time. The Case Management Order is available at the following website: <https://cases.primeclerk.com/puertorico/>.
- b. Except for service of complaints (as described below), all Pleadings shall be served on (i) counsel of record by email; or where there is no counsel of record, (ii) on the defendant by certified mail or email, where the defendant has provided an email address in previous communications or negotiations with the Oversight Board. In addition to (i) or (ii) of this paragraph (as applicable), all Pleadings shall be served on the Standard Parties as defined in the Case Management Order.
- c. In accordance with the CM/ECF Manual for the United States District Court of Puerto Rico Section IV. A. 1., *pro se* defendants who are not registered CM/ECF users shall file paper originals of all pleadings, motions, affidavits, briefs, and other documents which must be signed or which require either verification or an unsworn declaration under any rule or statute. The Clerk’s Office will scan the documents into an electronic file in the system.
- d. Additionally, if a defendant is appearing *pro se* and is not able to electronically file a pleading with the Court, the defendant shall notify the Oversight Board in writing at the address below and may thereafter serve the Oversight Board and the Committee via United States Mail or electronic mail.

Brown Rudnick LLP
Attn: Rosa Sierra, Esq.
One Financial Center
Boston, MA 02111
rsierra@brownrudnick.com

- e. In order to effectuate service of the complaints as described in paragraph (f) below, the Clerk of Court for the United States District Court for the District of Puerto Rico shall re-issue each electronic summons previously issued in the Avoidance Actions listed in Appendix I by a date that is no later than seven (7) business days after the entry of an Order approving and adopting these Avoidance Action Procedures.

- f. Within seven (7) business days after the issuance of the summons as described in paragraph (e) above, the Oversight Board and the Committee, in accordance with Federal Rule of Bankruptcy Procedure 7004, shall serve the Avoidance Action complaints and summonses for the cases listed in Appendix I⁶ along with the Order approving the Avoidance Action Procedures.

ii. *Responses to Avoidance Action Complaints and Opposition Deadlines*

- a. Defendants shall file and serve an answer or response to the complaint in their respective Avoidance Actions not later than January 13, 2020 (the “Response Due Date”). If necessary, to allow for out-of-court resolution of the Avoidance Actions, the Response Due Date may be extended by further motion of any interested party and upon approval by this Court.
- b. Federal Rule of Bankruptcy Procedure 7016 applies to the Avoidance Actions; *provided, however*, that no court-mandated initial pre-trial conference will be held pursuant to Federal Rule of Bankruptcy Procedure 7016.
- c. If a defendant files a motion under Federal Rule of Civil Procedure 12, made applicable to the Avoidance Actions by Bankruptcy Rule 7012, in response to the Avoidance Actions complaints (“Motion to Dismiss”), the Oversight Board and the Committee, if necessary, shall file an opposition or other responsive pleading (“Motion to Dismiss Response”) to such Motion to Dismiss by March 9, 2020; following the Motion to Dismiss Response, the defendant, if necessary, shall file a reply (“Reply”) by April 13, 2020.
- d. Notwithstanding the foregoing, where a defendant files an answer, response, or Motion to Dismiss before January 13, 2020, the Oversight Board and the Committee shall have thirty (30) days after the filing of the answer, response, or Motion to Dismiss to file an opposition or other responsive pleading. The defendant shall have thirty (30) days after the filing of an opposition or other responsive pleading to file a reply. Nothing herein precludes the parties from agreeing to, and the Court approving, a joint scheduling order if the parties so request.⁷

⁶ To the extent an Avoidance Action listed in Appendix I is an Avoidance Action on behalf of PREPA filed between June 28, 2019 and July 1, 2019, a defendant to such an action will have opportunity to object to these Avoidance Action Procedures as provided in Section A. *iii* of these Avoidance Action Procedures.

⁷ For the avoidance of doubt, nothing herein shall supersede any joint stipulations concerning scheduling and briefing that the Oversight Board and the Committee may have entered into and filed as to a particular Avoidance Action Listed in Appendix I prior to an Order approving the Avoidance Action Procedures.

iii. *Discovery*

- a. To the extent discovery is necessary or may be contemplated in the Avoidance Actions, on a date that is fourteen (14) days after the Response Due Date or fourteen (14) days after the equivalent deadline in an alternative briefing scheduling in accordance with paragraph (d) above, the Oversight Board, the Committee, and the defendant shall: (i) meet and confer by electronic mail or via telephone call as to a joint discovery schedule; and (ii) on a date that is fourteen (14) days after the parties meet and confer, the parties shall file a joint proposed discovery schedule in accordance with the Federal Rules of Civil Procedure as made applicable in the Federal Rules of Bankruptcy Procedure. Upon approval by this Court of a joint proposed discovery schedule in compliance with the Federal Rules of Civil Procedure, the parties shall conduct discovery in accordance with the proposed schedule.
- b. The proposed schedule in the preceding paragraph will constitute the parties' report pursuant to Federal Rule of Civil Procedure 26(f), and the Court's order thereon shall constitute the order required by Federal Rule of Civil Procedure 16(b).
- c. Any disputes concerning discovery scheduling will be decided by the Court either on submission or hearing if ordered by the Court.

iv. *Post-Discovery Motion Practice*

- a. To the extent that, at the close of discovery, motion practice in accordance with Federal Rule of Civil Procedure 56 as made applicable in the Federal Rules of Bankruptcy Procedure is necessary, such motion must be filed within thirty (30) days after the close of discovery; *provided, however*, that nothing herein precludes a party from filing such motion within the timeframe provided in Federal Rule of Civil Procedure 56(b), subject to an opposing party's ability to object or respond to such motion. Any opposition or other response to such motion under Federal Rule of Civil Procedure 56 shall be filed within thirty (30) days after such motion is filed. Thereafter, any reply to such motion under Federal Rule of Civil Procedure 56 shall be filed within fourteen (14) days, and such reply shall be confined to replying to new matters raised in such opposition or response to a Federal Rule of Civil Procedure 56 motion.

v. *Hearings*

- a. Unless otherwise ordered by the Court, all matters concerning any Avoidance Action shall be heard on the Omnibus Dates provided in the Case Management Order (as amended); *provided, however*, that a party may request a hearing on an any other date, and such request may be granted by this Court.

- b. The Oversight Board and the Committee, at least seven (7) days prior to each Omnibus Hearing where a matter and/or matters concerning certain Avoidance Actions will be heard, shall jointly file a report setting for the status of each such Avoidance Actions matters. This report shall be filed on the docket for the Commonwealth's case (17-3283) and emailed to deindprcorresp@mad.uscourts.gov.

vi. *Trial*

- a. If necessary, any trial concerning the Avoidance Actions shall occur on a date that is acceptable to the Court. The parties may propose agreed-upon dates for a trial in a joint stipulation, which joint stipulation, shall be filed, if necessary, no later than ninety (90) days after the close of discovery.